

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

October 15, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 4 (Solvay Polymers Equipment Trust 1994), dated as of September 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Solvay Polymers Equipment Trust 1994 documents which was previously filed with the Board under Recordation Number 18899.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19801

Lessee: BP Solvay Polyethylene
North America
3333 Richmond Avenue
Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

Railcar ELTX 3213 is deleted from the Lease

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 301
WASHINGTON, D.C.
20036

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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 18899-0 FILED

OCT 15 '02 2-29 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
October 15, 2002
Page Two

A short summary of the document to appear in the index follows:

Lease Supplement No. 4 (Solvay Polymers Equipment Trust 1994)

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anr
Enclosures

LEASE SUPPLEMENT NO. 4

(Solvay Polymers Equipment Trust 1994)

Dated as of September 30, 2002

RECORDATION NO. 18899-0 FILED

OCT 15 '02 2-29 PM

SURFACE TRANSPORTATION BOARD

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the
Trust Agreement (Solvay Polymers Equipment Trust 1994)
dated as of June 1, 1994, between Owner Participant and
Wilmington Trust Company in its individual capacity

Lessor

and

BP SOLVAY POLYETHYLENE NORTH AMERICA

Lessee

ELTX 3213

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT
TO 49 U.S.C. SECTION 11301 ON OCTOBER __, 2002, AT _____.M. UNDER
RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA
TRANSPORTATION ACT ON OCTOBER __, 2002, AT _____.M.

LEASE SUPPLEMENT NO. 4
(Solvay Polymers Equipment Trust 1994)

THIS LEASE SUPPLEMENT NO. 4 dated as of September 30, 2002 (this "Lease Supplement"), is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee ("Owner Trustee") under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994, between Owner Participant and Wilmington Trust Company in its individual capacity and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor in interest to Solvay Polymers, Inc. ("Lessee").

A. Lessor and Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of June 1, 1994, among Manufacturers Hanover Leasing International Corp. (the successor in interest to J.P. Morgan Interfunding Corp.), Wilmington Trust Company, in its individual capacity and as Owner Trustee, Lessee and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. An Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee paid the amount of \$54,460.63 as the Stipulated Loss Value of the Lost Equipment and otherwise fulfilled its SLV Obligations with respect thereto.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;
- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

- (iv) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment subject to the Lease.

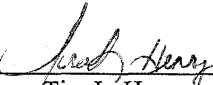
4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

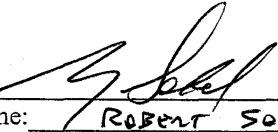
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
Owner Trustee

By: 
Name: Tira L. Henry
Title: Administrative Account Manager

BP SOLVAY POLYETHYLENE NORTH
AMERICA

By: 
Name: ROBERT SOKOL
Title: VP FINANCE

Attachments

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE

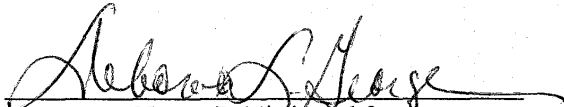
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COUNTY OF NEWCASTLE

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This instrument was acknowledged before me on September 13, 2002, by **TIRA HENRY**, the **Administrative Account Manager** of WILMINGTON TRUST COMPANY, a Delaware banking corporation.



Notary Public in and for
the State of Delaware

My Commission Expires:

DEBORAH L. GEORGE
NOTARY PUBLIC-DELAWARE
My Commission Expires Nov. 21, 2003

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE

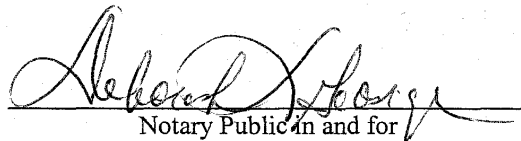
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COUNTY OF NEWCASTLE

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On this 13 day of September, 2002, before me personally appeared **TIRA HENRY**, to me personally known, being by me duly sworn, says that he is the **Administrative Account Manager** of WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Corporation"), and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on September 13, 2002, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Delaware

My Commission Expires:

DEBORAH L. GEORGE
NOTARY PUBLIC-DELAWARE
My Commission Expires Nov. 21, 2003

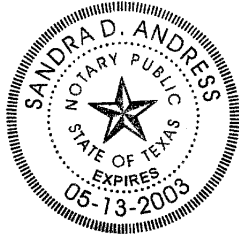
[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on September 30, 2002, by Robert Sokol, the Vice President, Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership.



Sandra D. Andres

Notary Public in and for
the State of Texas

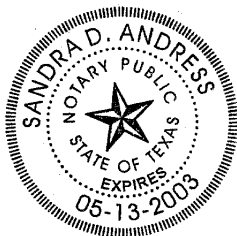
[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS

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COUNTY OF HARRIS

On this 30th day of September, 2002, before me personally appeared Robert Sokol, to me personally known, being by me duly sworn, says that he is the Vice President, Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the board of directors on September 30, 2002, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Sandra D. Andres

Notary Public in and for
the State of Texas

LOST EQUIPMENT

Description of the Lost Equipment:

One Center Flow® covered hopper railcar of 5,800 cubic foot capacity, initialed ELTX and numbered 3213, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.